

Oneida Charter Township
11041 Oneida Road
Grand Ledge, MI 48837



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(517) 622-8078
(517) 622-8671 fax
info@oneidatownship.org
www.oneidatownship.org

April 21, 2008

State Boundary Commission
Office of Land Survey and Remonumentation
Michigan Department of Labor & Economic Growth
6546 Mercantile Way, Ste 3
P.O. Box 30704
Lansing, MI 48909

RECEIVED
DEPT. OF LABOR & ECONOMIC GROWTH

APR 22 2008

STATE BOUNDARY COMMISSION

RE: Docket #07-AP-7

Dear Commission Members:

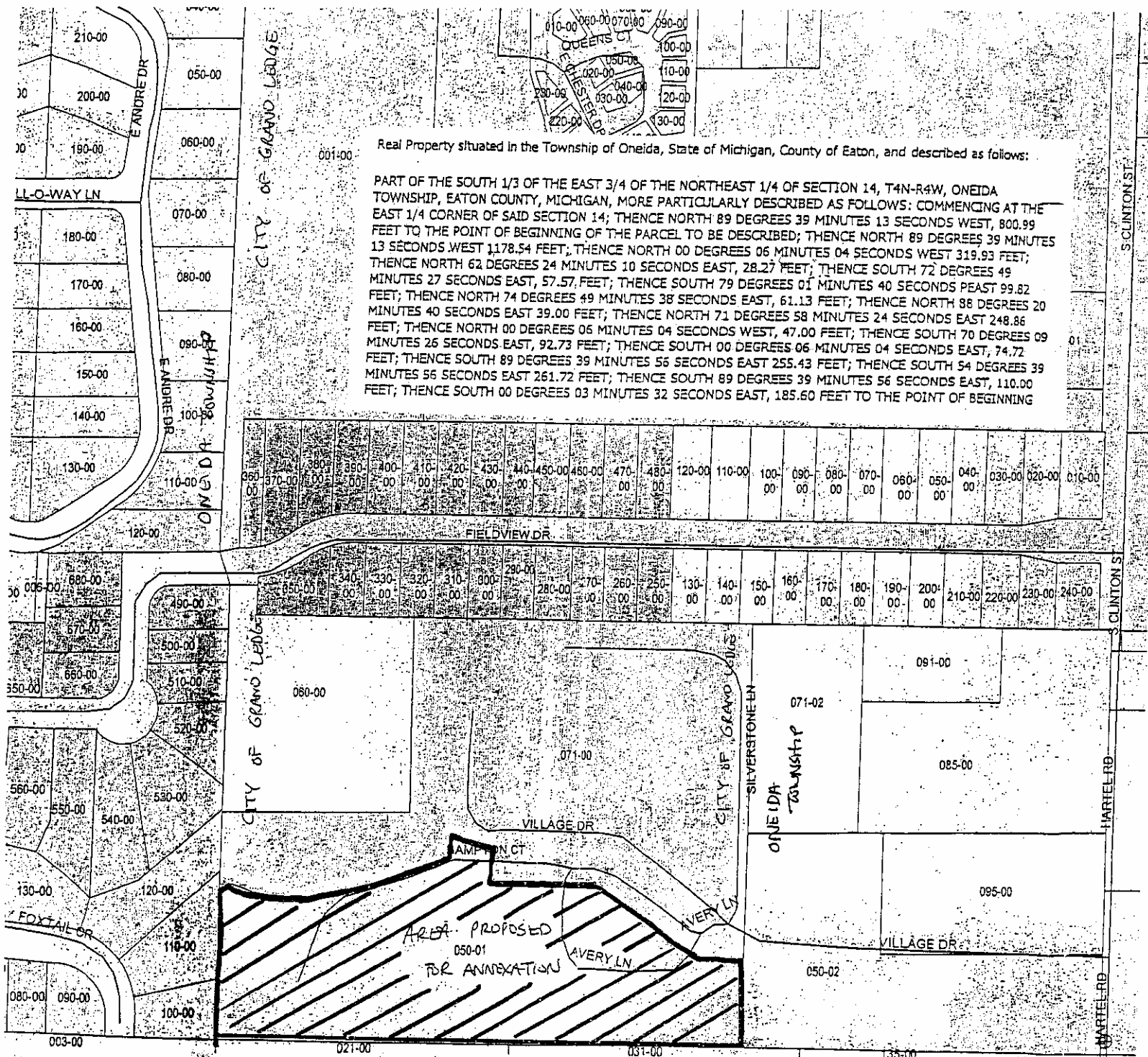
I would like to comment on two things that were said at the public hearing on April 3, 2008.

The first is the statement by the lawyer for the petitioner stating the property is bounded on three sides by the city of Grand Ledge when in fact it is bounded by Oneida Township on three sides (see attached map) and would create a jut into Oneida Township and not a straight property line as the lawyer stated.

The second statement was an implication by the city lawyer that the police protection was being supplemented with reserve officers, this in fact is not true.

Sincerely,

Don Cooley
Supervisor
Oneida Charter Township



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DEPT. OF LABOR & ECONOMIC GROWTH

APR 22 2008

STATE BOUNDARY COMMISSION

FAHEY
SCHULTZ
BURZYCH
RHODES PLC
Attorneys at Law

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William K. Fahey

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517.974.2250

Writer's Email:
wfahey@fsblawyers.com

May 2, 2008

via E-Mail

Michigan State Boundary Commission
Office of Land Survey and Remonumentation
Michigan Department of Labor and Economic Growth
6546 Mercantile Way, Suite 3
PO Box 30704
Lansing, MI 48909

Honorable Boundary Commissioners:

Re: Docket No. 07-AP-7

Enclosed for filing are Oneida Charter Township's 30-Day Submissions. The filing consists of a nine-page document, to which Exhibit A, Exhibit B and Exhibit C are attached.

If you have any questions concerning our filing, please do not hesitate to call.

Very truly yours,

FAHEY SCHULTZ BURZYCH RHODES PLC

William K Fahey

William K. Fahey

RECEIVED
DEPT. OF LABOR & ECONOMIC GROWTH

MAY - 2 2008

STATE BOUNDARY COMMISSION

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
STATE BOUNDARY COMMISSION

**In the matter of the proposed annexation
of territory in Oneida Charter Township
to the City of Grand Ledge**

Docket No. 07-AP-7

ONEIDA CHARTER TOWNSHIP'S 30-DAY SUBMISSIONS

INTRODUCTION

Oneida Charter Township, by its attorneys, Fahey Schultz Burzych Rhodes PLC, respectfully presents these 30-day Submissions to the State Boundary Commission. The purpose of these 30-day Submissions is to provide the State Boundary Commission additional information and supporting information relative to the April 3, 2008 Public Hearing.

Pursuant to Section 9 of Act 191, MCL 123.1009, the “**criteria** to be considered by the [State Boundary] Commission in arriving at a determination **shall be**” the 18 objective “**criteria**” listed in that statute. MCL 123.1008 reiterates that “The commission **shall review** proposed incorporations considering **the criteria established by section 9.**” It also mandates that “At the public hearing the reasonableness of the proposed incorporation based on **the criteria established in this act shall be considered.**” (Emphasis added). As the Michigan Supreme Court has recently reiterated, in the construction of statutes: “‘Shall’ is a mandatory term, not a permissive one.” *People v Francisco*, 474 Mich 82, 87; 711 NW2d 44 (2006). “The Legislature’s use of the word ‘shall’ indicates a mandatory and imperative directive.” *Burton v Reed City Hosp Corp*, 471 Mich 745, 752; 691 NW2d 424 (2005).

In *Midland Township v State Boundary Commission*, 401 Mich 641, 667-669; 259 NW2d 326 (1977), our Supreme Court considered whether the State Boundary Commission Act contained sufficient standards to allow the constitutional delegation of annexation authority to the Commission under Michigan law. The Court held that the "criteria" contained in Section 9 provided the statutory standards that made the delegation of discretion to the Commission lawful and constitutional:

"The 1968 act, as incorporated in the home rule cities act by the 1970 amendment, **provides** for a public hearing at which **the Commission shall consider the "reasonableness"** of the proposed annexation based upon the **"criteria" set forth in § 9 of the 1968 act**:

"Criteria to be considered by the commission in arriving at a determination **shall be**:

"(a) Population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; the past and probable future urban growth, including population increase and business, commercial and industrial development in the area. Comparative data for the incorporating municipality, and the remaining portion of the unit from which the area will be detached shall be considered.

"(b) Need for organized community services; the present cost and adequacy of governmental services in the area to be incorporated; the probable future needs for services; the practicability of supplying such services in the area to be incorporated; the probable effect of the proposed incorporation and of alternative courses of action on the cost and adequacy of services in the area to be incorporated and on the remaining portion of the unit from which the area will be detached; the probable increase in taxes in the area to be incorporated in relation to the benefits expected to accrue from incorporation; and the financial ability of the incorporating municipality to maintain urban type services in the area.

"(c) The general effect upon the entire community of the proposed action; and the relationship of the proposed action to any established city, village, township, county or regional land use plan." 1968 PA 191; MCLA 123.1009." (Emphasis added).

Based on these statutory “criteria,” the Court concluded that **”reasonableness,’ determined based on the statutorily enumerated criteria, is a sufficient guideline for the exercise of commission discretion.”** Id (Emphasis added).

Following the Court’s decision in *Midland*, the Court of Appeals again addressed the Section 9 “criteria” in *Chase v State Boundary Commission*, 103 Mich App 193, 203-4 (1981), where the Court concluded that “consideration of the statutory criteria of § 9 is critical in reviewing all valid petitions for annexation (Court’s emphasis). . . **By not examining the evidence in light of the statutory criteria of § 9, the commission’s decision was arbitrary, capricious and clearly in violation of law.”** (Emphasis added).

The courts’ treatment of the Section 9 “criteria” is consistent with the dictionary meaning of that term. A “criterion” is defined as “a standard of judgment or criticism; a rule or principle for evaluating or testing something.” *Random House Webster’s College Dictionary*, p 313 (1997). Also see *Funk & Wagnalls Standard College Dictionary*, p 319 (1974) (“A standard or rule by which a judgment can be made; a model, test or measure.”); and *Webster’s New Collegiate Dictionary*, p 197 (1961) (“A standard of judging; a rule or test by which anything is tried in forming a correct judgment respecting it.”).

As a matter of administrative interpretation, the Boundary Commission has observed the importance of the statutory criteria by making them the central focal point of its decisions. These criteria are addressed in the “Criteria Questionnaires” that the Boundary Commission requires all parties to file in annexation and incorporation proceedings. Traditionally, the Commission’s decisions address all the relevant criteria in each decision the Commission renders.

Because of the importance of the criteria, the Township presents the following discussion of the applicable criteria in this case as part of its 30-day submissions. Additional information is contained in the Township's Criteria Questionnaire.

Criteria 1 - 2. Population; Population Density.

1. The population of the City is 7,813, and the Township's population is 3,703.
2. The population density of the City is 2199 per square mile and that of the Township is 109 per square mile.
3. The area proposed to be annexed, known as Oak Tree Village, is an existing multi-family residential development with a population of 120 residents living in 56 residential units.
4. According to the 2000 United States Census, the average household within the Township consists of 2.46 residents, and there are a total of 1,507 households in the Twp. The average household size within Oak Tree Village (120 residents within 56 units) is 2.14 residents per household, making the average household within Oak Tree Village slightly smaller than the average household within the balance of the Township.

Criteria 3 - 7. Land Area; Land Uses; Assessed Valuation; Topography; and Natural Boundaries and Drainage Basins.

5. The 8.46 acre Oak Tree Village site is presently zoned and used for a multi-family residential development.
6. Oak Tree Village has a current SEV of \$1,318,000.
7. The Township's present millage rate is 0.9004 mill, and the City's present millage rate is 11.2905 mills.
8. At the present SEV, the property tax levied by the Township on Oak Tree Village is \$1,187 per year.

9. The additional annual property tax that would be paid to the City of Grand Ledge if Oak Tree Village were annexed would be \$14,880 per year based on the current SEV.

10. The Township also derives state revenue sharing as a result of Oak Tree Village being located in the Township. Based on the 120 population of Oak Tree Village, the amount of revenue sharing the Township would lose as a result of this proposed annexation would be approximately \$8,000 per year.

11. There are no unusual or restrictive topographic features in the Oak Tree Village area that would affect the Commission's decision.

12. Petitioner's criteria form misleadingly suggests that Oak Tree Village is somehow connected with a senior citizen home to the north known as Independence Village. This suggestion is erroneous for several reasons:

a. Independence Village was transferred to the City under an Act 7 agreement in 1999, before the development of either Independence Village or Oak Tree Village. A copy of the Act 7 agreement is attached as Exhibit A.

b. Notably, the Oak Tree Village property was owned by the same party in 1999, and could have been included in that agreement, but it was not. The Act 7 Agreement included a provision that would have allowed the owner to request that the property be added to the agreement, but the owner never made such a request. Instead, the owner chose to take advantage of developing Oak Tree Village in the Township and was successful in doing so.

c. Petitioner's use of Oak Tree Village is entirely separate from Independence Village. Independence Village was developed in the City, but Oak Tree Village was developed in the Twp.

d. Independence Village is a senior citizen's home; but Oak Tree Village is an apartment development with residents of all ages. Moreover, Petitioner developed both properties at about the same time 7 years ago, yet this is the first time there has been any suggestion that the two properties are "linked" in any way.

13. At the public hearing, the petitioner misrepresented that the Oak Tree Village area is surrounded on three sides by the City and by Independence Village. An examination of the annexation maps shows that this is not a true statement. In fact, the Oak Tree Village area only abuts the City and Independence Village on one side. The Oak Tree Village area is connected to the Township on three sides.

Criteria 8 - 9. The Past and Probable Future Urban Growth, Including Population Increase and Business, Commercial and Industrial Development in the Area; Comparative Data for the Annexing Municipality, and the Remaining Portion of the Unit from which the Area will be detached.

14. Comparative data regarding past and probable future urban growth, including population increase and business, commercial and industrial development in the area; comparative data for the annexing municipality, and the remaining portion of the unit from which the area will be detached are contained in the Township's Criteria Questionnaire and the City's Criteria Questionnaire.

Criteria 10 - 14. Need for Organized Community Services; the Probable Needs for Services; the Practicability of Supplying such Services in the Area to be Annexed; and the Probable Effect of the Proposed Annexation and of Alternative Courses of Action on the Costs and Adequacy of Services in the Area to be Annexed and on the Remaining Portion of the Unit from which the Area will be Detached.

15. Both the City and Petitioner admit, and the Township agrees, that there is no need for additional public services to Oak Tree Village that are not already provided.

16. Sewer and water are already installed and operating in Oak Tree Village. There is no issue regarding the provision of sewer and water service to Oak Tree Village.

17. The City and Township have a water and sewer agreement, and since 2000, Oak Tree Village has received water and sewer service under that agreement. The agreement is attached as Exhibit B.

18. The City has imposed a "moratorium" on sewer service to other Township properties, but since Oak Tree Village is already served, it is entitled to continue receiving water and sewer in the Township without annexation. To allow annexation would deprive the Twp of the benefit of the sewer and water agreement.

19. There is no difference in the cost of sewer service in the Township and the City.

20. Township users pay 2x the water rate as City users. The decrease in the water rate to Oak Tree Village would be \$5,274 per year if the property were annexed. This would be more than offset by the \$14,880 increase in the property taxes that would result from the annexation of Oak Tree Village.

21. Identical fire protection service at a uniform millage is provided by an authority to both the City and the Township.

22. Both units provide adequate police protection, and police service has not been shown to be a concern for the development of Oak Tree Village.

23. The Township has recently upgraded its police service by entering into a contract with the sheriff for additional service. A copy of the contract for additional service is attached as Exhibit C.

24. The sheriff uses the Twp Hall as a satellite police station, which is only 1 mile from Oak Tree Village.

25. At the public hearing, the City Attorney incorrectly stated that the Sheriff uses “reserve officers” to provide police service within the Township. This statement is untrue. The Sheriff uses full-time, fully-qualified deputies to provide police services to the Township.

Criterion 15. The Probable Increase in Taxes in the Area to be Annexed in Relation to the Benefits Expected to Accrue from Annexation.

26. The increased tax cost of annexing the property would outweigh any claimed benefits of annexation. As developed, the additional annual property taxes in the City would amount to \$14,880 more than in the Township.

27. The proposed annexation would also cause the Township a loss of \$1,100 annually in property taxes plus a loss of \$8,000 annually in state revenue sharing.

Criterion 16. The Financial Ability of the Annexing Municipality to Maintain Urban Type Services in the Area.

28. The City admits that it has no ability to provide any services that are not already being provided by the Township.

Criterion 17. The General Effect upon the Entire Community of the Proposed Action.

29. Approval of the annexation request would have the following negative effects on the entire community:

a. The proposed annexation would allow the transfer of property after it has been developed in the Township. This can only have negative consequences for future development in the Twp.

b. The proposed annexation would deprive the Township of the ability to plan for its future physical and financial growth.

c. The proposed annexation would deprive the Township of the tax base that was developed under the guidance and supervision of the Township.

30. At the public hearing, there was no support expressed for the proposed annexation by any of the 120 residents of Oak Tree Village. The Commission did not mail notice to the residents of Oak Tree Village (the Commission Rules only require the Commission to mail notice of the public hearing to the owner of the property, Petitioner). None of the residents of Oak Tree Village attended the public hearing, so their opinions about the annexation of their homes to the City of Grand Ledge are unknown.

Criterion 18. The Relationship of the Proposed Annexation to Any Established City, Village, Township, County, or Regional Land Use Plan.

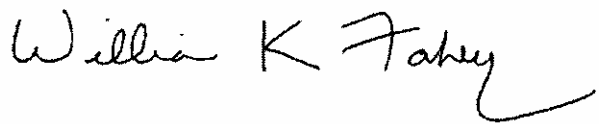
31. There is no support whatsoever for this proposed annexation in any officially-adopted plan by the City, the Township, the County, or any other level of government.

RELIEF

Oneida Charter Township respectfully requests that the State Boundary Commission deny the Petition for Annexation, based upon a full consideration of the mandatory statutory criteria discussed above.

Respectfully submitted,

FAHEY SCHULTZ BURZYCH RHODES PLC



Dated: May 2, 2008

By:

William K. Fahey (P27745)
4151 Okemos Road
Okemos, MI
(517) 381-0100

EXHIBIT
A

INTERLOCAL TAX SHARING AGREEMENT
PURSUANT TO 1967 P.A. 7 (EX SESS)

This Interlocal Tax Sharing Agreement (hereinafter "**Agreement**"), made this 11th day of January 2000, by and between the **CITY OF GRAND LEDGE**, a Michigan municipal corporation, with offices located at 200 E. Jefferson Street, Grand Ledge, Michigan 48837 (hereinafter the "**City**"), and **ONEIDA CHARTER TOWNSHIP**, a Michigan municipal corporation, with offices located at 11041 Oneida Road, Grand Ledge, Michigan 48837 (hereinafter the "**Township**"), collectively, the "**Parties**."

WITNESSETH:

WHEREAS, the City is a municipal corporation organized and existing under the provisions of Public Act No.279 of 1909, as amended, commonly known as the Michigan Home Rule Cities Act (MCL 117.1 et seq.; MSA 5.2071 et seq.), and is governed by the provisions of the Grand Ledge City Charter, adopted January 3, 1963, and as subsequently amended (the "**City Charter**"); and

WHEREAS, the Township is a municipal corporation organized under the provisions of Public Act No.359 of 1947, as amended, commonly known as the Michigan Charter Townships Act (MCL 42.1 et seq.; MSA 5.46(1)); and

WHEREAS, Public Act No.7 of 1967 (Ex Sess), as amended, commonly known as the Michigan Urban Cooperation Act (MCL 124.501 et seq.; MSA 5.4088(1) et seq.), provides that a public agency of this State may exercise jointly with any other public agency of the State, any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 5a of the Urban Cooperation Act, as amended, specifically authorizes two (2) or more local governmental units that levy a property tax under the General Property Tax Act, being Public Act No.206 of 1893 (MCL 211.1 et seq.; MSA 7.1 et seq.), upon approval of the legislative body of each contracting local governmental unit, to enter into an interlocal agreement for the sharing of all or a portion of revenue derived by and for the benefit of a local governmental unit entering into that agreement, which revenue results from the levy of the general ad valorem property taxes or specific taxes levied in lieu of general ad valorem property taxes upon any property; and

WHEREAS, both the City and the Township are "public agencies" and "local governmental units", as those terms are defined by Section 2 of the Urban Cooperation Act, and, further, both the City and the Township are local governmental units that levy a property tax pursuant to the provisions of the General Property Tax Act; and

WHEREAS, the Michigan State Boundary Commission ("Commission") has, or soon hereafter will have, pursuant to the stipulations and representations of the City and the Township, fully and finally approved and ordered the annexation of certain real property from the Township to the City, as petitioned for in Commission Docket #98-AP-7, which real property (hereinafter referred to as "Independence Village") is more fully described in Exhibit "A" to this Agreement; and

WHEREAS, both the City and the Township desire to enter into an interlocal tax sharing agreement, as authorized pursuant to Section 5a of the Urban Cooperation Act, to provide for and to promote the economic development of Independence Village and which is now, or soon hereafter shall be, fully annexed to the City in the manner described herein, for the mutual benefit of the citizens of both the City and the Township; and

WHEREAS, this Agreement has been duly approved and authorized by a majority of the members elected and serving on the legislative bodies of both the City and the Township, and both the City and the Township have held at least one (1) public hearing prior to the authorization, approval and/or execution of this Agreement, notice of which was given in the manner provided by Public Act No.267 of 1976 (MCL 15.261 et seq; MSA 4.1800(11) et seq);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby stipulate, agree and acknowledge as follows:

ARTICLE I

DEFINITIONS AND REPRESENTATIONS

Section 1.1 - Definitions:

- A. **"Agreement"** - means this Interlocal Tax Sharing Agreement.
- B. **"City"** - means the City of Grand Ledge, Michigan.
- C. **"Township"** - means Oneida Charter Township, Michigan.
- D. **"Urban Cooperation Act"** - means the Michigan Urban Cooperation Act, Public Act #7 of 1967 (Ex Sess), codified at MCL 124.501 et seq; MSA 5.4088(1) et seq.
- E. **"Commission"** - means the Michigan State Boundary Commission.
- F. **"Independence Village"** - means that real property legally described in Exhibit "A" to this Agreement.

- G. "Operating Millage" - means that portion of the ad valorem property tax millage levied by the City which is levied on account of the City's general fund. The Parties stipulate and agree that, as of the date of this Agreement and for the 1999 calendar year, the City's Operating Millage is 8.5038 mills. No later than August 1 of each year during the term of this Agreement, the City shall notify the Township, in writing, of the effective Operating Millage for that calendar year.

Section 1.2 - Representations

The City and the Township represent that before entering into this Agreement:

- A. A public hearing regarding this Agreement was held before the Grand Ledge City Council on September 13, 1999, and notice of said hearing was given in the manner required by the Michigan Open Meetings Act, MCL 15.261 et seq; MSA 4.1800(11) et seq; and
- B. A public hearing regarding this Agreement was held before the Township Board of Trustees on September 14, 1999 and notice of said public hearing was provided in the manner required by the Michigan Open Meetings Act, MCL 15.261 et seq; MSA 4.1800(11) et seq; and
- C. Following said public hearings, this Agreement was considered and approved by a majority of the members elected and serving on the respective legislative bodies of both the City and the Township.

ARTICLE II

TAX SHARING

Section 2.1 Territory upon which taxes to be shared are levied

- A. The territory from or upon which the property taxes to be shared under this Agreement are levied shall be Independence Village, as legally described in Exhibit "A" to this Agreement, which is currently or at one time prior to the execution of this Agreement was situated within the Township, and which subsequently has been or soon hereafter shall be annexed to the City by order of the Commission in Docket #98-AP-7.
- B. Additional property, contiguous to Independence Village, may be added to this Agreement upon the written application of the property owner and the written approval of the City and the Township, after conducting additional proceedings as may be required by the Urban Cooperation Act. The City and

the Township Agree that any additional territory added pursuant to this paragraph shall be annexed from the Township to the City by mutual resolution of the City and the Township. Hereinafter in this Agreement, all of the territory upon which taxes to be shared under this Agreement are levied, including Independence Village plus any additional territory which may subsequently be added, shall be collectively referred to as the "Annexed Lands."

Section 2.2 Tax Sharing

- A. Beginning with the 2000 calendar year, and continuing each calendar year thereafter, up to and including the year 2039 , the City will pay to the Township, from its levy of general ad valorem property taxes or specific taxes levied in lieu of general ad valorem property taxes, an amount equal to one-half (1/2) of the City's Operating Millage or 3.75 mills, whichever is greater, on the taxable value of all real and personal property within the Annexed Lands as of December 31 of each year during the term of this Agreement. The parties further acknowledge that, as of the date of execution of this Agreement and for the 1999 calendar year, one-half of the City's Operating Millage is 4.2519 mills.
- B. The City will notify the Township of any taxes which are deemed to be uncollectible, and the Township shall refund to the City any amount previously paid to the Township on account of such uncollectible taxes. In the event that any tax abatement is granted to any portion of the Amended Lands, the revenue sharing due to the Township hereunder shall be proportionately adjusted to indicate said abatement. In the event that the Michigan Tax Tribunal or other appropriate governmental agency or body grants relief from an appeal of property taxes, whether such relief is granted by adjudication, consent and/or stipulation, the revenue sharing due the Township hereunder shall be proportionately adjusted to indicate said relief, and any overpayment to the Township shall be refunded to the City.

Section 2.3 Schedule and Method of Distribution

- A. The City shall pay to the Township the shared tax revenues described above and received by the City on account of the prior year's assessment no later than September 30 of each calendar year, beginning with the 2000 calendar year, continuing through and including the 2039 calendar year.

Section 2.4 Extent of Tax Revenues to be Shared

- A. No assets or liabilities, other than those set forth in Section 2.2 above, shall be shared between the Parties as a result of this Agreement. The City is entitled to apply for, receive and retain the full benefit of any and all funds related to or otherwise derived from the Annexed Lands, specifically including, but not necessarily limited to, any and all funds related to public roads and rights of way, special assessments, any and all gifts, grants, assistance funds, bequests, or other funds from any private or public source given to the City with respect to the Annexed Lands, activity performed upon or within the Annexed Lands, the occupancy of the Annexed Lands, or for any other reason arising out of or related to the Annexed Lands.

ARTICLE III

TERM/TERMINATION

Section 3.1

- A. The term of this Agreement shall be for a period of forty (40) years after its execution, until January 11, 2040 (the "Expiration Date"), after which time the City will no longer be required to share tax revenue with the Township, as described in Article II of this Agreement.
- B. This Agreement may not be terminated prior to the Expiration Date, except as follows:
- (1) Pursuant to Section 5a(4) of the Urban Cooperation Act, this Agreement may be terminated or rescinded by a referendum of residents from the Township or the City if, and only if, a valid petition for referendum is submitted within 45 days after approval of this Agreement by the respective bodies of the Township and/or the City;
 - (2) In the event of a breach of any of the terms hereof, the non-breaching party shall serve written notice of the breach upon the breaching party. If the breach is not thereafter corrected within ninety (90) days of the breaching party's receipt of such written notice, the non-breaching party may, in its sole discretion, terminate this Agreement by written Notice of Termination served upon the breaching party. Such termination will be effective upon receipt of the written Notice of Termination.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Indemnification

- A. The Township agrees to defend, indemnify, save, and hold harmless the City its elected and appointed officials, employees, agents, and volunteers from any and all claims or costs, actions, causes-of-action, losses, or expenses (including reasonable attorney's fees), of any type or nature whatsoever, known or unknown, foreseen or unforeseen, whether legal or equitable in nature, arising out of or resulting from injury or damage to persons or property with respect to, and directly or solely caused by the acts or omissions of any elected and/or appointed official, employee, agent, and/or volunteer of the Township rendering services pursuant to this Agreement.

- B. The City agrees to defend, indemnify, save and hold harmless the Township, its elective and appointed officials, employees, agents, and volunteers from any and all claims, costs, actions, causes-of actions, losses, or expenses (including reasonable attorney's fees) of any type or nature whatsoever, known or unknown, foreseen or unforeseen, whether legal or equitable in nature, arising out of or resulting from injury or damage to persons or property with respect to this Agreement and directly or solely caused by the acts or omissions of any elected and/or appointed official, employee, agent or volunteer of the City rendering services pursuant to this Agreement.

Section 4.2 Binding Effect

This Agreement shall bind the Parties hereto, and any and all successors and assigns. Any legislative action of either the City or the Township contemplated by this Agreement shall not be changed, amended, withdrawn, rescinded or repealed, without the express written consent of the other Party.

Section 4.3 Assignment

This Agreement shall not be assigned by any Party without the written consent of the other Party to this Agreement. Any assignment made contrary to the provisions of this paragraph shall be null and void and of no effect whatsoever.

Section 4.4 Entire Agreement

This Agreement, and any Agreement to which it refers, contains all of the terms of the Agreement between the Parties with respect to the subject matter contained herein, and supersedes and replaces any and all prior contemporaneous oral agreements between the Parties. This Agreement may be amended only by a writing by all of the Parties to this Agreement.

Section 4.5 Severability

The unenforceability of any provision of this Agreement shall not affect the enforceability of any of the remaining provisions of this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.

Section 4.6 No Waiver

No waiver of a breach of this Agreement shall be deemed a waiver of any other breach of the same or any other provision of this Agreement.

Section 4.7 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. Further, the parties hereby agree that, in the event of any dispute arising out of or in any way related to the terms and/or subject matter of this Agreement, the Eaton County Circuit Court shall be the exclusive venue in which to raise such issues.

Section 4.8 Filing

A certified copy of this Agreement, along with certified copies of any and all resolutions enacted by each of the parties authorizing its execution, shall be promptly filed with the Eaton County Clerk and with the Michigan Department of State, Office of the Great Seal, after it has been executed.

Section 4.9 Captions

All headings and captions contained in this Agreement are intended for the convenience of the Parties only, and are not to be deemed to be or taken as a summary of the provisions to which they pertain, or as a construction thereof.

Section 4.10 Notices

All notices, demands and requests by either Party to the other shall be in writing and delivered in person or by certified mail, return receipt requested at the following addresses:

For the City: **City of Grand Ledge
Attn: City Administrator
200 E. Jefferson Street
Grand Ledge, MI 48837**

with a copy to:

**Howard J. Solfer, Esq.
Loomis, Ewert, Parsley,
Davis & Gotting, P.C.
232 S. Capitol Ave., Suite 1000
Lansing, MI 48933**

For the Township: **Charter Township of Oneida
Attn: Township Supervisor
11041 Oneida Road
Grand Ledge, MI 48837**

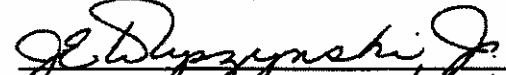
with a copy to:


**William K. Fahey, Esq.
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and first written above.

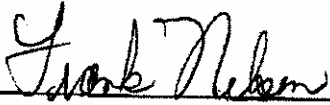
WITNESSES

"CITY OF GRAND LEDGE"


By: James Edward Wyszynski, Jr.
Its: Mayor


By: Gregory L. Newman
Its: Clerk

WITNESSES:



FRANK NELSON, TRUSTEE

"ONEIDA CHARTER TOWNSHIP"

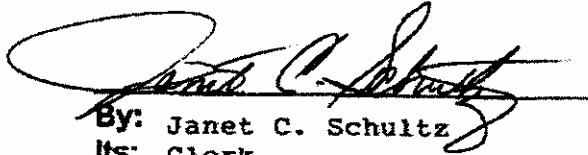


By: Paul R. Edwards

Its: Supervisor



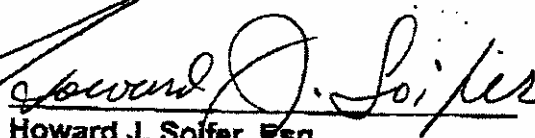
CLARENCE BRUNGER, TRUSTEE



By: Janet C. Schultz

Its: Clerk

APPROVED AS TO FORM:

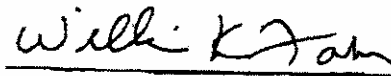


Howard J. Solfer, Esq.

Kevin J. Roragen, Esq.

LOOMIS, EWERT, PARSLEY,
DAVIS & GOTTING, P.C.

Grand Ledge City Attorneys
232 S. Capitol Ave., Ste. 1000
Lansing, MI 48933



William K. Fahey, Esq.

Anne M. Skilton, Esq.

FOSTER, SWIFT, COLLINS & SMITH, P.C.

Oneida Charter Township Attorneys

313 S. Washington Square

Lansing, MI 48933

**EXHIBIT "A" TO
INTERLOCAL TAX SHARING AGREEMENT
PURSUANT TO 1967 P.A. 7 (EX SESS)**

A PARCEL OF LAND IN THE SOUTH 1/3 OF THE EAST 3/4 OF THE NORTHEAST 1/4 OF SECTION 14, T4N, R4W, ONEIDA TOWNSHIP, CITY OF GRAND LEDGE, EATON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N. 89° 39' 13" W. 800.99 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 14 AND N. 00° 03' 32" W. 185.60 FEET FROM THE EAST 1/4 CORNER OF SECTION 14; THENCE FROM SAID POINT OF BEGINNING N. 89° 39' 56" W. 110.00 FEET; THENCE N. 54° 39' 56" W. 261.72 FEET; THENCE N. 89° 39' 56" W. 255.43 FEET; THENCE N. 00° 06' 04" W. 74.72 FEET; THENCE N. 70° 09' 26" W. 92.73 FEET; THENCE S. 00° 06' 04" E. 47.00 FEET; THENCE S. 71° 58' 24" W. 248.86 FEET; THENCE S. 88° 20' 40" W. 39.00 FEET; THENCE S. 74° 49' 38" W. 61.13 FEET; THENCE N. 79° 01' 40" W. 99.82 FEET; THENCE N. 72° 49' 27" W. 57.57 FEET; THENCE S. 62° 24' 10" W. 28.27 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14; THENCE ALONG SAID LINE N. 00° 06' 04" W. 161.31 FEET; THENCE S. 89° 39' 56" E. 400.00 FEET; THENCE N. 00° 06' 12" W. 400.00 FEET; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHEAST 1/4 OF SECTION 14, ALSO BEING THE SOUTH LINE (IN PART), OF "WOODVIEW ESTATES" SUBDIVISION AS RECORDED IN LIBER 12, PAGE 95, EATON COUNTY RECORDS S. 89° 39' 56" E. 779.18 FEET; THENCE S. 00° 03' 32" E. 695.88 FEET TO THE POINT OF BEGINNING.

AGREEMENT FOR SANITARY SEWAGE
SERVICE AND WATER SUPPLY

This Agreement made and entered into this 27th day of October, 1980, by and between ONEIDA TOWNSHIP, Eaton County, Michigan, hereinafter called the "TOWNSHIP", and the CITY OF GRAND LEDGE, Michigan, hereinafter called the "CITY".

WHEREAS, CITY presently operates facilities to provide sanitary sewer service and treatment and potable water supply for CITY residents, and

WHEREAS, the facilities operated by CITY have sufficient operating capacity to provide sanitary sewer service and treatment and potable water supply for the anticipated needs of that area of TOWNSHIP defined as the Sanitary Sewer Boundary Area in CITY'S approved Official Pollution Control Plan on file with the State of Michigan Department of Natural Resources, said area being designated on "Exhibit C" and "Exhibit D", attached hereto and made a part hereof, said area being hereinafter referred to as the "Designated Service Area", and

WHEREAS, TOWNSHIP and CITY have determined that an extension of such services will be of mutual benefit,

NOW, THEREFORE, in consideration of the promises and undertakings of the parties hereto, IT IS AGREED AS FOLLOWS:

1. That this Agreement shall continue in force for a period of forty (40) years from and after the date above written.

2. The TOWNSHIP, when requesting sanitary sewer and water service within the Designated Service Area, shall submit its request to the City Council and said request shall include the following data:

- A. The legal description of the area to be served;
- B. Anticipated maximum population to be served;
- C. The name(s) of the owner(s) of record of all parcels of land located within said area and the name of the developer of said land, if the identity of the developer is known and is not an owner;
- D. Land use plan for the area, including a tentative street layout and showing existing and proposed utilities;
- E. Expected sewage and water flow as represented by residential equivalents.

CITY shall notify TOWNSHIP in writing of any objections to TOWNSHIP'S request, as submitted. In the absence of notification of objections within sixty (60) days of submission, such request shall be deemed as having been approved by CITY.

3. Both parties shall endeavor to cooperate, one with the other, in order to achieve compatible zoning in those areas 300' on either side of the contiguous boundary of the CITY and TOWNSHIP. In this regard, any request for a change in existing zoning of said areas shall be submitted by each party to the other for purposes of advice and recommendation. The CITY or TOWNSHIP shall reply within sixty (60) days of receipt of the rezoning request.

4. Each TOWNSHIP sanitary sewer user shall pay to CITY a "Sanitary Sewer Capital Investment Fee", in an amount determined by CITY on the basis of the formula and method demonstrated in "Exhibit A", attached hereto and made a part hereof. The "Sanitary Sewer Capital Investment Fee" for the period July 1, 1979 through June 30, 1980 shall be in the amount of \$657.00 for each residential equivalent of service to be provided. The "Sanitary Sewer Capital Investment Fee" shall be revised effective July 1, 1980 and July 1 of each year thereafter. It is understood by the parties hereto that the audited sanitary sewer capital investment figures for each fiscal year are not available until several months following the close of that fiscal year. Accordingly, for proposed users required to pay the "Sanitary Sewer Capital Investment Fee" for an effective date after the commencement of a new fiscal year but before the audited sanitary sewer capital investment figures are available, the "Sanitary Sewer Capital Investment Fee" for the previous effective year shall be collected with the understanding that the additional "Sanitary Sewer Capital Investment Fee" required will be paid as soon as the audited sanitary sewer capital investment information is available to compute the actual effective "Sanitary Sewer Capital Investment Fee".

5. In the case of streets where CITY and TOWNSHIP share a common boundary, and where CITY has constructed existing sanitary sewer lines and water mains with sufficient unused capacity, connection will be allowed, subject to the payment of the Capital Investment Fee and payment of any assessment district costs or an equivalent payment in lieu of the assessment district costs, if any.

6. TOWNSHIP shall adopt such Ordinances or take such other legal action as may be necessary to require each new user within the Designated Service Area to connect to both the sanitary sewer system and the water system, as required by the terms of this Agreement.

7. Detailed plans and specifications for sanitary sewer extensions and water main extensions shall be prepared by a registered Engineer and submitted to TOWNSHIP and CITY for review and approval. TOWNSHIP shall furnish sufficient additional copies of the plans and specifications to CITY to allow CITY to submit the same to the State of Michigan for a Construction Permit.

8. Where practical all lines shall be constructed in existing or proposed streets. Proposed street locations, where practicable, shall be compatible with the CITY street system.

9. If easements across private property are required, TOWNSHIP shall acquire same at TOWNSHIP expense and in the name of TOWNSHIP. CITY shall be granted the beneficial use of all such easements during the term of this Agreement and any extension thereof, for the purpose of constructing and maintaining sanitary sewer systems and water main systems. All easements shall be properly recorded.

10. CITY will not participate in any costs for the extension of any sanitary sewer or water main in the TOWNSHIP, including but not limited to the construction, right-of-way required, legal, engineering and inspection fees. In the case where the sanitary sewer or water main does not exist at the CITY corporate

limit or is not adequate for the required TOWNSHIP'S need, the TOWNSHIP is required to pay the cost of connecting any new sanitary sewer or water main to a point in CITY'S system where adequate service is available. CITY will share in the extension cost if the extension serves property in the CITY in proportion to the CITY area served vs. the TOWNSHIP area served, the proportion to be paid by each to be agreed in writing prior to any expenditure for such extension.

11. TOWNSHIP shall employ a registered Engineer acceptable to CITY to inspect the installation of sewer and water extensions and to provide evidence of compliance with the plans and specifications to the TOWNSHIP and CITY. Upon submitting such evidence of compliance as may be required by the City Engineer, he shall, within thirty (30) days thereof, issue a letter of acceptance to the TOWNSHIP. All sewer and water system facilities installed pursuant to the Agreement shall be owned by TOWNSHIP. TOWNSHIP shall notify each potential user that the sanitary sewer and water mains are available for use.

12. Upon acceptance of extensions by the CITY for maintenance and operation and the TOWNSHIP for ownership, the CITY shall assume all responsibilities for maintenance and operation thereof and the cost of such maintenance and operation shall be included within the rate charged for service.

13. Permits for connection of private premises to the systems shall be issued by CITY and no utilization of such connection shall be made by any person until the proposed connections shall have been inspected and approved by CITY. TOWNSHIP users shall be required to pay a Sewer Tap Fee in the same

amount as that currently being charged CITY users at the time of issuance of said permit. TOWNSHIP users shall be required to pay for ~~water service~~, including tapping the main and/or furnishing a water meter, in amounts as may be established by CITY Ordinances pertaining to users outside CITY limits as the same may then exist or from time to time be amended, which charges shall be at least twice ~~the~~ amount currently being charged CITY users for the same service. Rates for sewer and water service, permit fee, any other charges, rates and manner of collection and billing thereof shall be in accordance with the then effective Ordinances of CITY as they pertain to users outside the corporate limits of CITY.

14. All potential TOWNSHIP users shall receive written notification from TOWNSHIP at such time as sanitary sewers and water mains are available for their use, and shall be required to hook up to the sewer system and begin service within thirty (30) days after such notification. The "Sanitary Sewer Capital Investment Fee" shall be payable to CITY at the time that the user obtains a Tap Permit according to the procedure then in effect for issuance of a Tap Permit by CITY. Existing single family residences and multiple family residences and apartments not exceeding eight (8) units may hook up to the water system and begin service within thirty (30) days after such notification, or, in the alternative, may elect not to hook up to the water system and, in lieu thereof, shall install a meter available from CITY in a manner established by and acceptable to CITY to accomplish metering of their existing water system, and in addition, shall execute an agreement prepared by CITY providing for periodic inspection of the metering system by CITY and for reasonable

charges, as from time to time established by CITY, for reading of the meter on the private water system. All TOWNSHIP users coming into existence after such time as sanitary sewers and water mains are available at their location shall be required to hook up to both sewer and water systems prior to the issuance of an Occupancy Permit. Existing TOWNSHIP users other than single family residences and multiple family residences and apartments not exceeding eight (8) units shall be required to hook up to both sewer and water systems and begin service within thirty (30) days after notification that such systems are available for their use. TOWNSHIP agrees to take such official or legal action as may be required to compel hook up to the system and payment of the requisite fees and charges by any potential user who has not paid said fees and charges and hooked up to the system within forty-five (45) days following notification as hereinbefore provided.

15. Any TOWNSHIP user other than single family residences and multiple family residences and apartments not exceeding eight (8) units shall pay to CITY a "Water Capital Investment Fee", in an amount determined by CITY on the basis of the formula and method demonstrated in "Exhibit B", attached hereto and made a part hereof. The "Water Capital Investment Fee" shall be payable to CITY at the time that the user obtains a Tap Permit according to the procedure then in effect for issuance of a Tap Permit by CITY. The "Water Capital Investment Fee" for the period July 1, 1979 through June 30, 1980 shall be in the amount of \$580.00 for each residential equivalent of service to be provided. The "Water Capital Investment Fee" shall be revised effective July 1, 1980 and July 1 of each year thereafter. It is understood by the parties hereto that the audited water capital investment figures

for each fiscal year are not available until several months following the close of that fiscal year. Accordingly, for proposed users required to pay the "Water Capital Investment Fee" for an effective date after the commencement of a new fiscal year but before the audited water capital investment figures are available, the "Water Capital Investment Fee" for the previous effective year shall be collected with the understanding that the additional "Water Capital Investment Fee" required will be paid as soon as the audited water capital investment information is available to compute the actual effective "Water Capital Investment Fee".

16. CITY shall not be responsible for any costs of construction or maintenance of the individual sewer house leads or water services from the user's building to and including the connection with the sewer and/or water main located in the street or within an easement.

17. TOWNSHIP shall furnish to CITY, care of Superintendent, Waste Water Treatment Plant, Grand Lodge, Michigan, copies of all building permits issued by TOWNSHIP from the effective date of this Agreement, said copies to be furnished within five (5) days of the issuance of each said building permit. Remodeling or expansion of premises other than single family residential shall require payment of additional "Sanitary Sewer Capital Investment Fee" or "Water Capital Investment Fee" to the extent that additional residential equivalents or major fraction thereof are determined by CITY to be created by such expansion or remodeling. Changes in the use of premises or the intensity of a given use of premises shall result in payment of additional "Sanitary Sewer Capital Investment Fee" and "Water Capital Investment Fee" to the extent that additional residential equivalents or major fraction thereof are determined by CITY to be created by said change in use or change in intensity of use. Such

additional investment fees shall be payable prior to the issuance of an occupancy permit in the case of expansion or remodeling, and in any event within thirty (30) days following notification by CITY of the requirement for said payment. Residential equivalents for uses other than single family residences shall be determined according to the terms and provisions of the then effective Ordinances of CITY. Disputes as to whether sanitary sewer and water mains are "available" for use of any particular parcel shall be determined by the City of Grand Ledge Water and Waste Water Committee which shall also be empowered to grant exceptions to the requirement for hook up to the water system as herein provided upon a finding of extreme hardship by said Committee. Said Committee shall also be empowered to determine disputes as to any given parcel of the determination by CITY of the number of residential equivalents for purposes of this Agreement. Premises being served by CITY sewer and/or water service prior to the date of this Agreement shall have the option of continuing said service at rates determined according to the present multiplier or paying the appropriate fees and charges as provided under this Agreement and being entitled to the rates established in accordance with this Agreement.

18. CITY shall from time to time, at such intervals as it deems practical, notify TOWNSHIP Clerk or such other agent as TOWNSHIP may designate, of the delinquency in payment of any user for services, fees, permit, collection fees or interest or penalty outstanding and unpaid for a period of thirty (30) days or more from the due date thereof. Upon receipt of such notification, TOWNSHIP shall certify all such unpaid amounts to the Tax Roll of TOWNSHIP for collection in accordance with the methodology found in Section 21 of the Revenue Bond Act, being Act 94 of the Michigan Public Acts of 1933, as amended,

and such amounts shall be collected in the same manner as general property taxes. In addition to the foregoing, and not by way of limitation thereof, CITY specifically reserves the right to enforce the collection of any delinquent charges, permit fees, collection fees, penalties or interest in any manner permitted by Law, including the right to terminate service.

19. CITY shall maintain all records pertaining to the extension of sanitary sewers and water mains provided for in this Agreement. CITY shall also provide all necessary forms or permits, and shall adopt such rules and procedures as may be required for the implementation of this Agreement.

20. TOWNSHIP users shall be subject to all terms and conditions relative to the use of the sanitary sewer system or potable water supply as may be provided by CITY Ordinance now or in the future.

21. CITY will use reasonable diligence to provide and maintain regular and uninterrupted service, but does not guarantee uninterrupted service, and shall not be liable for damages or injury by such interruption, from whatever cause. CITY shall not be liable to TOWNSHIP or any TOWNSHIP user for injury or damage of any nature caused or connected with the use of the sanitary sewer system or potable water supply of CITY, or interruptions of such use.

22. This Agreement shall be binding upon all successor governmental units which may assume jurisdiction over all or part of the areas now governed by either party hereto.

23. Should any part of this Agreement be held by a Court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed to affect the validity of other portions thereof.

of, any such decision materially affecting the commitments herein made shall be the subject of further negotiation for the purpose of legally revising the consideration involved.

24. This Agreement may be amended and/or extended at any time in writing by the mutual agreement of both parties.

25. The use of the word "may" herein is permissive and the word "shall" is mandatory.

26. This Agreement shall take effect upon the ratification and adoption of the same by TOWNSHIP and CITY.

IN WITNESS WHEREOF, this Contract is signed and delivered the day and year first above written by authority of the Grand Ledge City Council given on October 27, 1980 and by authority of the Oneida Township Board given on Oct 14, 1980.

WITNESS:

CITY OF GRAND LEDGE, a
Michigan Municipal Corporation

John Shovel

By Louis Gentry
Louis Gentry, Its Mayor

Mac Davell

By Fay Shane
Fay Shane, Its Clerk

ONEIDA TOWNSHIP

Robert Shovel

By Robert Shovel

Robert Shovel

By Robert Shovel

EXHIBIT A

SANITARY SEWER CAPITAL INVESTMENT FEE

Formula used to compute Sanitary Sewer Capital Investment Fee:

Capital Investment by CITY, cumulative through year ending June 30, 1978, and annually each year thereafter, as established by audit, in sanitary sewer system and waste water treatment plant, divided by the number of Residential Equivalents served by the sewer system.

<u>Year Ending June 30</u>	<u>Capital Investment Per Audit</u>	<u>Residential Equivalents</u>	<u>\$/R.E.</u>	<u>Accumulative Investment Fee</u>
1978	\$ 1,395,265.37	2232	\$ 625.00	\$ 625.00
1979	\$ 18,412.40	2420	\$ 32.00	\$ 657.00

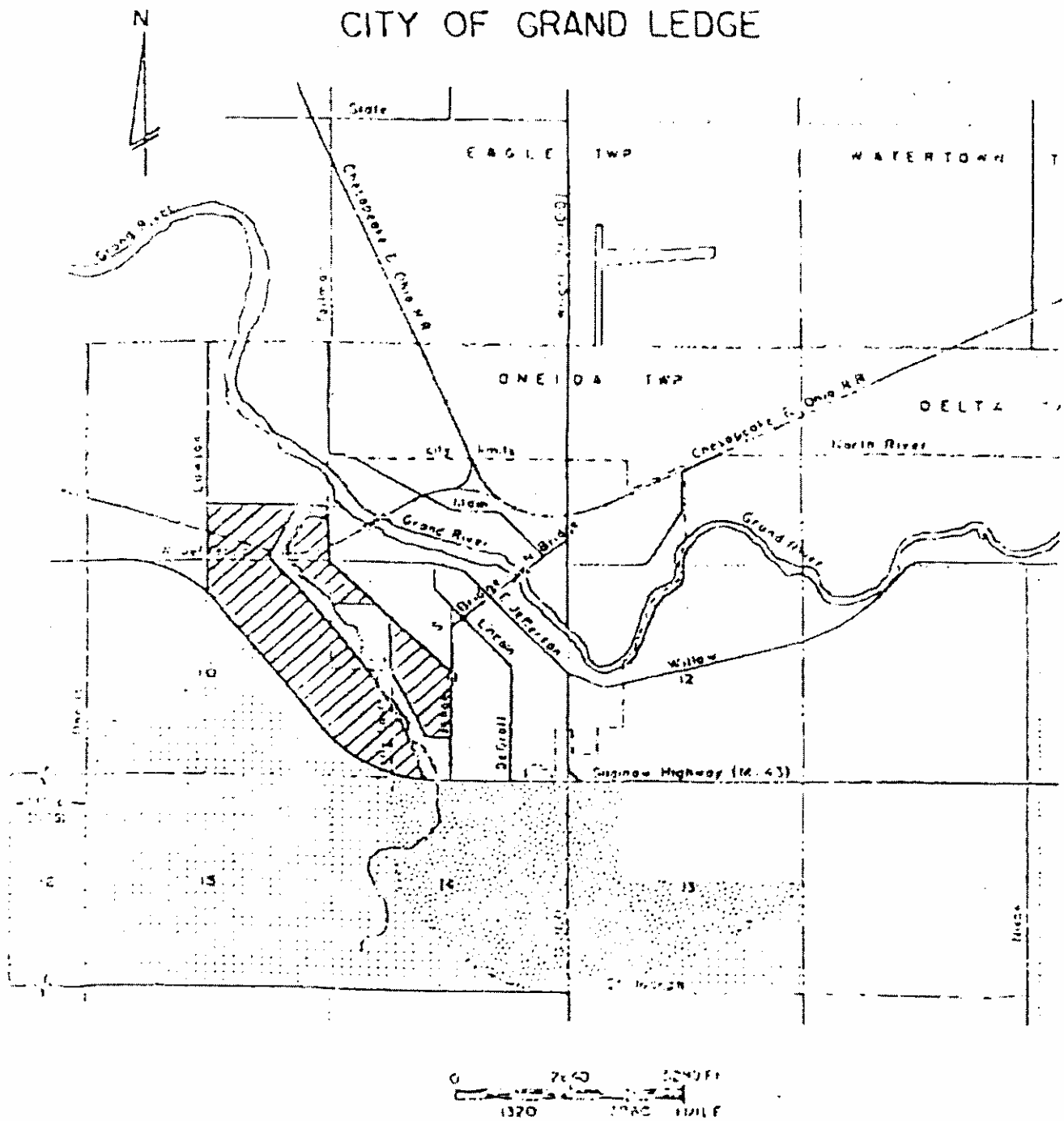
EXHIBIT B

WATER CAPITAL INVESTMENT FEE

Formula used to compute Water Capital Investment Fee:

Capital Investment by CITY, cumulative through year ending June 30, 1978, and annually each year thereafter, as established by audit, in water system, multiplied by two (2) and divided by the number of Residential Equivalents served by the water system.

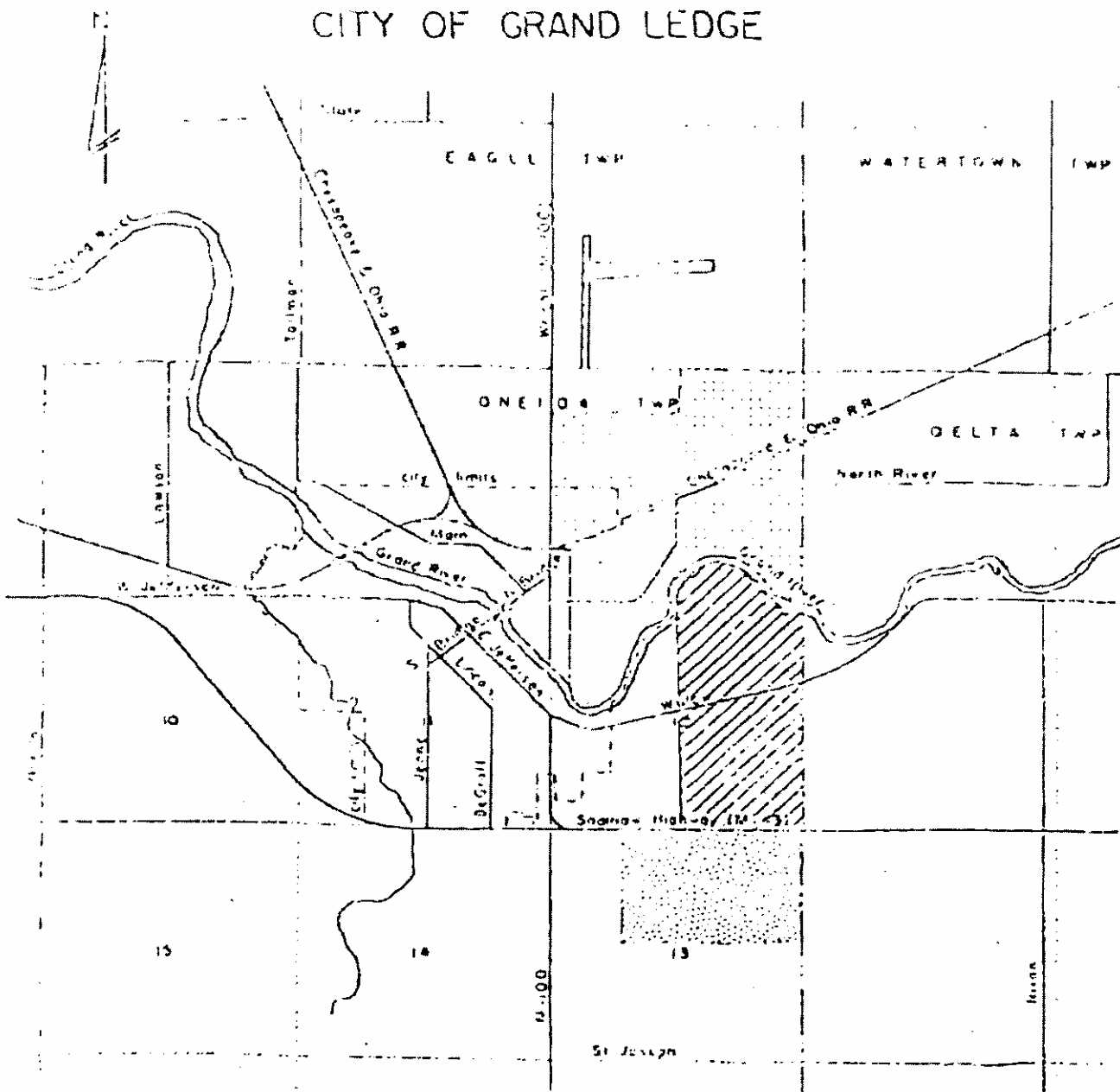
<u>Year Ending June 30</u>	<u>Capital Investment, Per Audit, Multiplied by 2</u>	<u>Residential Equivalents</u>	<u>S/R.E.</u>	<u>Accumulative Investment Fee</u>
1978	\$ 1,201,124.24	2232	\$ 538.00	\$ 538.00
1979	\$ 100,748.68	2420	\$ 42.00	\$ 580.00



AREAS SERVED BY SANDSTONE CREEK INTERCEPTOR

- ☐ At Project City Limits
- ☒ Within 10 Miles
- ☐ Within 25 Miles
- ☐ Beyond 25 Miles to Grand Lake

CITY OF GRAND LEDGE



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1200 3600
MILE

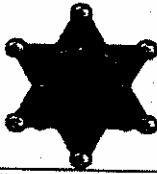
AREAS SERVED BY NORTH BANK INTERCEPTOR

- ☐ 1st 10 Years
- ☐ 2nd 10 Years
- ☐ 3rd 10 Years
- ☐ 4th 10 Years

MAP 4

EXHIBIT

C



EATON COUNTY OFFICE OF THE SHERIFF

Inter-Local Agreement for Special Police Services

This Contract is entered into by and between The Township of Oneida, Michigan (Hereafter referred to as the Township), and The Eaton County Sheriff's Office and The Eaton County Board of Commissioners (Hereafter referred to as The Sheriff's Office). The term of this Agreement shall begin on January 23, 2008 and shall continue through its termination date of December 31, 2008.

With Approval of the Oneida Township Board of Trustees and the Eaton County Board of Commissioners. The specific terms of this Contract are as follows:

1. The Township will allocate the sum of \$60,000.00, payable in equal monthly installments, for Special Police Services within the boundaries of the Township during the contract period.
2. Fully sworn, uniformed members of the Sheriff's Office, in a patrol car will be assigned to Oneida Twp and provide enforcement of state laws and Oneida Township Ordinances within the Township an average of 3.5 hours per day during the contract period.
3. In consideration of this agreement, the Township agrees that it shall pay the County of Eaton the Sum of \$50.00 per hour to cover overtime wages & benefits and vehicle operation costs for all hours when a Deputy performing under this Contract is entitled to overtime benefits under Eaton County's personnel policies.
4. It is understood, the Sheriff's Office may seek reimbursement from the Township for the actual cost of any hours a Deputy is subpoenaed to court on an enforcement action taken while on special assignment to the Township.
5. As necessary, violations of Oneida Ordinances will be prosecuted at Township expense by the Township Attorney. The Township may seek recovery of all costs of prosecution from violators of Township Ordinances under the Victims Rights Act, the Municipal Civil Infraction Act or other applicable laws.
6. The Sheriff's Office will provide the Township an incident report of enforcement action taken in the Township, along with copies of all citations or warnings issued.
7. Deputies assigned to patrol Oneida Township in accordance with this agreement shall be considered employees of Eaton County for all purposes and not employees of Oneida Township. Eaton County shall remain liable for the activities of the officers assigned to patrol Oneida Township under this Contract as if they were acting within their usual role as Eaton County Sheriff's Deputies.
8. Either party may terminate this Contract by providing 30 days written notice to the other party. In the event of early termination of this agreement, any remaining sums payable under this agreement shall be prorated to the date that services are discontinued.
9. This Contract shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this agreement shall be brought in the Eaton County Circuit Court.

This Contract may not be modified in any manner unless in writing and signed by both Parties. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding upon the Parties, their successors, heirs and assignees and shall be enforced under the laws of the State of Michigan.

For Oneida Township,

Donald F. Cooley

Donald F. Cooley

Oneida Twp. Supervisor

Date: 2/4/08

For Eaton County Sheriff's Office,

Michael D. Raines

Michael D. Raines

Eaton County Sheriff

Date: 2/1/08

For the County of Eaton,

Joseph C. Brehler

Joseph C. Brehler

Chairman, Board of Commissioners

Date: January 31, 2008

J. RICHARD ROBINSON, P.C.

ATTORNEY AND COUNSELLOR AT LAW

1690 WATERTOWER PLACE
SUITE 500A
EAST LANSING, MICHIGAN 48823

J. RICHARD ROBINSON
SHANE BOLLEY
MARY J. BUZZIE, ASSISTANT

(517) 337-0100
FAX (517) 337-0102
EMAIL jrobin2680@aol.com

May 5, 2008

VIA HAND DELIVERY

Christine Holmes, Manager
State Boundary Commission
611 W. Ottawa
Ottawa Building, 4th Floor
Post Office Box 30004
Lansing, Michigan 48909

RECEIVED
DEPT. OF LABOR & ECONOMIC GROWTH

MAY - 6 2008

STATE BOUNDARY COMMISSION

(MAY 5 - BCC/OKENOS) ch

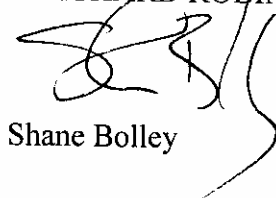
Re: *Petition for Annexation of Territory in Oneida Township to
The City of Grand Ledge (Oak Tree Village)*

Dear Ms. Holmes:

Enclosed with regard to the above-referenced matter please find thirty day material.

Respectfully submitted,

J. RICHARD ROBINSON, P.C.


Shane Bolley

SB/mjb
Enclosure

07-AP-7

**Information Provided by the City to Supplement the Information Presented to the
Boundary Commission at its Public Hearing Held April 3, 2008**

Pursuant to MCL 117.9, annexation of property into a city is accomplished using the same procedure used for petitions which propose incorporations. The Boundary Commission is required to consider certain statutory criteria at a public hearing on the proposed annexation pursuant to MCL 123.1008, which provides in pertinent part that:

. . . At the public hearing the reasonableness of the proposed incorporation based on the criteria established in this act shall be considered...

However, the "criteria" found in MCL 123.1009 is presented in only paragraph form, and merely specifies a number of topics. There are no quantitative standards, or even guidelines, to assist the Commission as it determines the fate of the petition it considers. The "criteria" are merely basic concerns that the legislature felt should be considered as the Commission determines the "reasonableness" of the petition request:

Sec. 9.

Criteria to be considered by the commission in arriving at a determination shall be:

(a) Population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; the past and probable future urban growth, including population increase and business, commercial and industrial development in the area. Comparative data for the incorporating municipality, and the remaining portion of the unit from which the area will be detached shall be considered.

(b) Need for organized community services; the present cost and adequacy of governmental services in the area to be incorporated; the probable future needs for services; the practicability of supplying such services in the area to be incorporated; the probable effect of the proposed incorporation and of alternative courses of action on the cost and adequacy of services in the area to be incorporated and on the remaining portion of the unit from which the area will be detached; the probable increase in taxes in the area to be incorporated in relation to the benefits expected to accrue from incorporation; and the financial ability of the incorporating municipality to maintain urban type services in the area.

(c) The general effect upon the entire community of the proposed action; and the relationship of the proposed action to any established city, village, township, county or regional land use plan. MCL 123.1009

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DEPT. OF LABOR & ECONOMIC GROWTH

MAY - 6 2008

STATE BOUNDARY COMMISSION

In this case, Petitioner is the sole owner of the real property in question, and is requesting that Oak Tree Village be annexed to the City of Grand Ledge. Oak Tree Village and Independence Village have been under common ownership for years and are adjacent to each other, albeit in different jurisdictions, Oak Tree in the Township, and Independence Village in the City. In fact, Oak Tree Village has access to a public road (M-100) only via the private drive of Independence Village. The first police agency to respond to Oak Tree is the Eaton County Sheriff's Office, and to Independence Village it is the City of Grand Ledge Police Department. Water rates are currently more expensive for Oak Tree Village due to its location in the Township, and would be significantly lower if the property was annexed into the City.

The Township's statement that police protection is now provided by the Eaton County Sheriff, with mutual aid assistance from the City, is accurate. However, it does not resolve the Petitioner's preference that it be served by the nearest police agency, notably the same one serving its Independence Village property, the Grand Ledge Police Department. The fact is, the Petitioner can expect a police response in very short order for Independence Village, with the City police as the primary responder. For Oak Tree Village, primary response must first be sought from the Sheriff and, if deputies are not readily available, City police may be dispatched to the scene as necessary. Understandably, the Petitioner desires that the City be the first to respond to each of its properties when calls for police assistance are made. The City of Grand Ledge is certainly prepared to be the primary police agency to Oak Tree Village if it is annexed to the City.

The City's water rates are lower for property located within the city, and Petitioner's expressed desire to enjoy this reduction in expense as a result of annexation is reasonable.

Petitioner's representative also expressed his professional opinion that, for future marketing purposes, location within the City of Grand Ledge would enhance initial interest in the property. Potential investors would likely appreciate that the property was located in a city with many amenities and public services, as opposed to the potential assumption the property was remote and disconnected in a rural township.

Finally, the parties were asked by the Commission whether any alternatives to annexation had been investigated, and the reply from each was essentially "not really." The Township did suggest that there was a prior agreement, written or perhaps verbal, and made at the time Independence Village was annexed into the City, that protected the Oak Tree Village property from future annexation.

However, attached please find a copy of the "Interlocal Tax Sharing Agreement Pursuant to 1967 P.A. 7 (EX SESS)," which was filed with the Michigan Office of the Great Seal on January 13, 2000. Article II, "Tax Sharing," in Section 2.1(B), actually provides a procedure for property to be added to the agreement and, in the event of such an addition, for the automatic annexation of the property by Resolution of the Township and City. To that end, the parties have, subsequent to the Commission's hearing on April 3, 2008, begun investigating the possibility of an amendment to the Interlocal Agreement and an amicable result.

RECEIVED
DEPT. OF LABOR & ECONOMIC GROWTH

MAY - 6 2008

*Independence Village***RECEIVED**
MICHIGAN DEPT. OF STATE

JAN 13 2000

OFFICE OF THE GREAT SEAL

INTERLOCAL TAX SHARING AGREEMENT
PURSUANT TO 1967 P.A. 7 (EX SESS)

This Interlocal Tax Sharing Agreement (hereinafter "Agreement"), made this 11th day of January 2000, by and between the **CITY OF GRAND LEDGE**, a Michigan municipal corporation, with offices located at 200 E. Jefferson Street, Grand Ledge, Michigan 48837 (hereinafter the "City"), and **ONEIDA CHARTER TOWNSHIP**, a Michigan municipal corporation, with offices located at 11041 Oneida Road, Grand Ledge, Michigan 48837 (hereinafter the "Township"), collectively, the "Parties."

WITNESSETH:

WHEREAS, the City is a municipal corporation organized and existing under the provisions of Public Act No.279 of 1909, as amended, commonly known as the Michigan Home Rule Cities Act (MCL 117.1 et seq.; MSA 5.2071 et seq.), and is governed by the provisions of the Grand Ledge City Charter, adopted January 3, 1963, and as subsequently amended (the "City Charter"); and

WHEREAS, the Township is a municipal corporation organized under the provisions of Public Act No.359 of 1947, as amended, commonly known as the Michigan Charter Townships Act (MCL 42.1 et seq.; MSA 5.46(1)); and

WHEREAS, Public Act No.7 of 1967 (Ex Sess), as amended, commonly known as the Michigan Urban Cooperation Act (MCL 124.501 et seq.; MSA 5.4088(1) et seq.), provides that a public agency of this State may exercise jointly with any other public agency of the State, any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 5a of the Urban Cooperation Act, as amended, specifically authorizes two (2) or more local governmental units that levy a property tax under the General Property Tax Act, being Public Act No.206 of 1893 (MCL 211.1 et seq.; MSA 7.1 et seq.), upon approval of the legislative body of each contracting local governmental unit, to enter into an interlocal agreement for the sharing of all or a portion of revenue derived by and for the benefit of a local governmental unit entering into that agreement, which revenue results from the levy of the general ad valorem property taxes or specific taxes levied in lieu of general ad valorem property taxes upon any property; and

WHEREAS, both the City and the Township are "public agencies" and "local governmental units", as those terms are defined by Section 2 of the Urban Cooperation Act, and, further, both the City and the Township are local governmental units that levy a property tax pursuant to the provisions of the General Property Tax Act; and

WHEREAS, the Michigan State Boundary Commission ("Commission") has, or soon hereafter will have, pursuant to the stipulations and representations of the City and the Township, fully and finally approved and ordered the annexation of certain real property from the Township to the City, as petitioned for in Commission Docket #98-AP-7, which real property (hereinafter referred to as "Independence Village") is more fully described in Exhibit "A" to this Agreement; and

WHEREAS, both the City and the Township desire to enter into an interlocal tax sharing agreement, as authorized pursuant to Section 5a of the Urban Cooperation Act, to provide for and to promote the economic development of Independence Village and which is now, or soon hereafter shall be, fully annexed to the City in the manner described herein, for the mutual benefit of the citizens of both the City and the Township; and

WHEREAS, this Agreement has been duly approved and authorized by a majority of the members elected and serving on the legislative bodies of both the City and the Township, and both the City and the Township have held at least one (1) public hearing prior to the authorization, approval and/or execution of this Agreement, notice of which was given in the manner provided by Public Act No.267 of 1976 (MCL 15.261 et seq; MSA 4.1800(11) et seq);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby stipulate, agree and acknowledge as follows:

ARTICLE I

DEFINITIONS AND REPRESENTATIONS

Section 1.1 - Definitions:

- A. "Agreement" - means this Interlocal Tax Sharing Agreement.
- B. "City" - means the City of Grand Ledge, Michigan.
- C. "Township" - means Oneida Charter Township, Michigan.
- D. "Urban Cooperation Act" - means the Michigan Urban Cooperation Act, Public Act #7 of 1967 (Ex Sess), codified at MCL 124.501 et seq; MSA 5.4088(1) et seq.
- E. "Commission" - means the Michigan State Boundary Commission.
- F. "Independence Village" - means that real property legally described in Exhibit "A" to this Agreement.

- G. "Operating Millage" - means that portion of the ad valorem property tax millage levied by the City which is levied on account of the City's general fund. The Parties stipulate and agree that, as of the date of this Agreement and for the 1999 calendar year, the City's Operating Millage is 8.5038 mills. No later than August 1 of each year during the term of this Agreement, the City shall notify the Township, in writing, of the effective Operating Millage for that calendar year.

Section 1.2 - Representations

The City and the Township represent that before entering into this Agreement:

- A. A public hearing regarding this Agreement was held before the Grand Ledge City Council on September 13, 1999, and notice of said hearing was given in the manner required by the Michigan Open Meetings Act, MCL 15.261 et seq; MSA 4.1800(11) et seq; and
- B. A public hearing regarding this Agreement was held before the Township Board of Trustees on September 14, 1999 and notice of said public hearing was provided in the manner required by the Michigan Open Meetings Act, MCL 15.261 et seq; MSA 4.1800(11) et seq; and
- C. Following said public hearings, this Agreement was considered and approved by a majority of the members elected and serving on the respective legislative bodies of both the City and the Township.

ARTICLE II

TAX SHARING

Section 2.1 Territory upon which taxes to be shared are levied

- A. The territory from or upon which the property taxes to be shared under this Agreement are levied shall be Independence Village, as legally described in Exhibit "A" to this Agreement, which is currently or at one time prior to the execution of this Agreement was situated within the Township, and which subsequently has been or soon hereafter shall be annexed to the City by order of the Commission in Docket #98-AP-7.
- B. Additional property, contiguous to Independence Village, may be added to this Agreement upon the written application of the property owner and the written approval of the City and the Township, after conducting additional proceedings as may be required by the Urban Cooperation Act. The City and

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the Township Agree that any additional territory added pursuant to this paragraph shall be annexed from the Township to the City by mutual resolution of the City and the Township. Hereinafter in this Agreement, all of the territory upon which taxes to be shared under this Agreement are levied, including Independence Village plus any additional territory which may subsequently be added, shall be collectively referred to as the "Annexed Lands."

Section 2.2 Tax Sharing

- A. Beginning with the 2000 calendar year, and continuing each calendar year thereafter, up to and including the year 2039 , the City will pay to the Township, from its levy of general ad valorem property taxes or specific taxes levied in lieu of general ad valorem property taxes, an amount equal to one-half (1/2) of the City's Operating Millage or 3.75 mills, whichever is greater, on the taxable value of all real and personal property within the Annexed Lands as of December 31 of each year during the term of this Agreement. The parties further acknowledge that, as of the date of execution of this Agreement and for the 1999 calendar year, one-half of the City's Operating Millage is 4.2519 mills.
- B. The City will notify the Township of any taxes which are deemed to be uncollectible, and the Township shall refund to the City any amount previously paid to the Township on account of such uncollectible taxes. In the event that any tax abatement is granted to any portion of the Amended Lands, the revenue sharing due to the Township hereunder shall be proportionately adjusted to indicate said abatement. In the event that the Michigan Tax Tribunal or other appropriate governmental agency or body grants relief from an appeal of property taxes, whether such relief is granted by adjudication, consent and/or stipulation, the revenue sharing due the Township hereunder shall be proportionately adjusted to indicate said relief, and any overpayment to the Township shall be refunded to the City.

Section 2.3 Schedule and Method of Distribution

- A. The City shall pay to the Township the shared tax revenues described above and received by the City on account of the prior year's assessment no later than September 30 of each calendar year, beginning with the 2000 calendar year, continuing through and including the 2039 calendar year.

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Section 2.4 Extent of Tax Revenues to be Shared

- A. No assets or liabilities, other than those set forth in Section 2.2 above, shall be shared between the Parties as a result of this Agreement. The City is entitled to apply for, receive and retain the full benefit of any and all funds related to or otherwise derived from the Annexed Lands, specifically including, but not necessarily limited to, any and all funds related to public roads and rights of way, special assessments, any and all gifts, grants, assistance funds, bequests, or other funds from any private or public source given to the City with respect to the Annexed Lands, activity performed upon or within the Annexed Lands, the occupancy of the Annexed Lands, or for any other reason arising out of or related to the Annexed Lands.

ARTICLE III**TERM/TERMINATION****Section 3.1**

- A. The term of this Agreement shall be for a period of forty (40) years after its execution, until January 11, 2040 (the "Expiration Date"), after which time the City will no longer be required to share tax revenue with the Township, as described in Article II of this Agreement.
- B. This Agreement may not be terminated prior to the Expiration Date, except as follows:
- (1) Pursuant to Section 5a(4) of the Urban Cooperation Act, this Agreement may be terminated or rescinded by a referendum of residents from the Township or the City if, and only if, a valid petition for referendum is submitted within 45 days after approval of this Agreement by the respective bodies of the Township and/or the City;
 - (2) In the event of a breach of any of the terms hereof, the non-breaching party shall serve written notice of the breach upon the breaching party. If the breach is not thereafter corrected within ninety (90) days of the breaching party's receipt of such written notice, the non-breaching party may, in its sole discretion, terminate this Agreement by written Notice of Termination served upon the breaching party. Such termination will be effective upon receipt of the written Notice of Termination.

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ARTICLE IV**MISCELLANEOUS****Section 4.1 Indemnification**

- A. The Township agrees to defend, indemnify, save, and hold harmless the City its elected and appointed officials, employees, agents, and volunteers from any and all claims or costs, actions, causes-of-action, losses, or expenses (including reasonable attorney's fees), of any type or nature whatsoever, known or unknown, foreseen or unforeseen, whether legal or equitable in nature, arising out of or resulting from injury or damage to persons or property with respect to, and directly or solely caused by the acts or omissions of any elected and/or appointed official, employee, agent, and/or volunteer of the Township rendering services pursuant to this Agreement.
- B. The City agrees to defend, indemnify, save and hold harmless the Township, its elective and appointed officials, employees, agents, and volunteers from any and all claims, costs, actions, causes-of actions, losses, or expenses (including reasonable attorney's fees) of any type or nature whatsoever, known or unknown, foreseen or unforeseen, whether legal or equitable in nature, arising out of or resulting from injury or damage to persons or property with respect to this Agreement and directly or solely caused by the acts or omissions of any elected and/or appointed official, employee, agent or volunteer of the City rendering services pursuant to this Agreement.

Section 4.2 Binding Effect

This Agreement shall bind the Parties hereto, and any and all successors and assigns. Any legislative action of either the City or the Township contemplated by this Agreement shall not be changed, amended, withdrawn, rescinded or repealed, without the express written consent of the other Party.

Section 4.3 Assignment

This Agreement shall not be assigned by any Party without the written consent of the other Party to this Agreement. Any assignment made contrary to the provisions of this paragraph shall be null and void and of no effect whatsoever.

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Section 4.4 Entire Agreement

This Agreement, and any Agreement to which it refers, contains all of the terms of the Agreement between the Parties with respect to the subject matter contained herein, and supersedes and replaces any and all prior contemporaneous oral agreements between the Parties. This Agreement may be amended only by a writing by all of the Parties to this Agreement.

Section 4.5 Severability

The unenforceability of any provision of this Agreement shall not affect the enforceability of any of the remaining provisions of this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a manner as possible so as to make the provision valid and enforceable.

Section 4.6 No Waiver

No waiver of a breach of this Agreement shall be deemed a waiver of any other breach of the same or any other provision of this Agreement.

Section 4.7 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. Further, the parties hereby agree that, in the event of any dispute arising out of or in any way related to the terms and/or subject matter of this Agreement, the Eaton County Circuit Court shall be the exclusive venue in which to raise such issues.

Section 4.8 Filing

A certified copy of this Agreement, along with certified copies of any and all resolutions enacted by each of the parties authorizing its execution, shall be promptly filed with the Eaton County Clerk and with the Michigan Department of State, Office of the Great Seal, after it has been executed.

Section 4.9 Captions

All headings and captions contained in this Agreement are intended for the convenience of the Parties only, and are not to be deemed to be or taken as a summary of the provisions to which they pertain, or as a construction thereof.

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Section 4.10 Notices

STATE BOUNDARY COMMISSION

All notices, demands and requests by either Party to the other shall be in writing and delivered in person or by certified mail, return receipt requested at the following addresses:

For the City: **City of Grand Ledge
Attn: City Administrator
200 E. Jefferson Street
Grand Ledge, MI 48837**

with a copy to:

**Howard J. Soifer, Esq.
Loomis, Ewert, Parsley,
Davis & Gotting, P.C.
232 S. Capitol Ave., Suite 1000
Lansing, MI 48933**

For the Township: **Charter Township of Oneida
Attn: Township Supervisor
11041 Oneida Road
Grand Ledge, MI 48837**

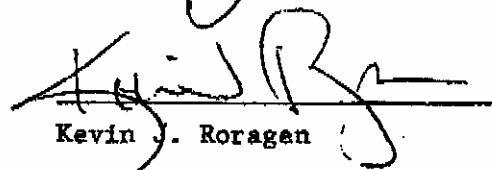
with a copy to:

**William K. Fahey, Esq.
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and first written above.

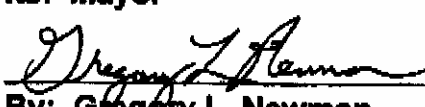
WITNESSES


Howard J. Soifer

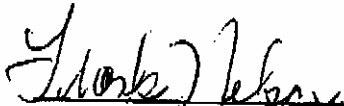

Kevin J. Roragen

"CITY OF GRAND LEDGE"



By: James Edward Wyszynski, Jr.
Its: Mayor


By: Gregory L. Newman
Its: Clerk


WITNESSES:


Frank Nelson, Trustee

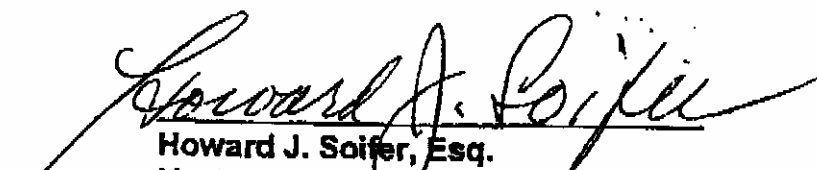
"ONEIDA CHARTER TOWNSHIP"



By: Paul R. Edwards
Its: Supervisor


Clarence Brunger, Trustee


By: Janet C. Schultz
Its: Clerk

APPROVED AS TO FORM:


Howard J. Soifer, Esq.
Kevin J. Roragen, Esq.
LOOMIS, EWERT, PARSLEY,
DAVIS & GOTTING, P.C.
Grand Ledge City Attorneys
232 S. Capitol Ave., Ste. 1000
Lansing, MI 48933


William K. Fahey, Esq.
Anne M. Skilton, Esq.
FOSTER, SWIFT, COLLINS & SMITH, P.C.
Oneida Charter Township Attorneys
313 S. Washington Square
Lansing, MI 48933

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**EXHIBIT "A" TO
INTERLOCAL TAX SHARING AGREEMENT
PURSUANT TO 1967 P.A. 7 (EX SESS)**

**A PARCEL OF LAND IN THE SOUTH 1/3 OF THE EAST 3/4 OF THE NORTHEAST
1/4 OF SECTION 14, T4N, R4W, ONEIDA TOWNSHIP, CITY OF GRAND LEDGE,
EATON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:**

BEGINNING AT A POINT DISTANT N. 89° 39' 13" W. 800.99 FEET ALONG THE
EAST AND WEST 1/4 LINE OF SECTION 14 AND N. 00° 03' 32" W. 185.60 FEET
FROM THE EAST 1/4 CORNER OF SECTION 14; THENCE FROM SAID POINT OF
BEGINNING N. 89° 39' 56" W. 110.00 FEET; THENCE N. 54° 39' 56" W. 261.72
FEET; THENCE N. 89° 39' 56" W. 255.43 FEET; THENCE N. 00° 06' 04" W. 74.72
FEET; THENCE N. 70° 09' 26" W. 92.73 FEET; THENCE S. 00° 06' 04" E. 47.00
FEET; THENCE S. 71° 58' 24" W. 248.86 FEET; THENCE S. 88° 20' 40" W. 39.00
FEET; THENCE S. 74° 49' 38" W. 61.13 FEET; THENCE N. 79° 01' 40" W. 99.82
FEET; THENCE N. 72° 49' 27" W. 57.57 FEET; THENCE S. 62° 24' 10" W. 28.27
FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST
1/4 OF SECTION 14; THENCE ALONG SAID LINE N. 00° 06' 04" W. 161.31 FEET;
THENCE S. 89° 39' 56" E. 400.00 FEET; THENCE N. 00° 06' 12" W. 400.00 FEET;
THENCE ALONG THE NORTH LINE OF THE SOUTH 1/3 OF THE NORTHEAST
1/4 OF SECTION 14, ALSO BEING THE SOUTH LINE (IN PART), OF
"WOODVIEW ESTATES" SUBDIVISION AS RECORDED IN LIBER 12, PAGE 95,
EATON COUNTY RECORDS S. 89° 39' 56" E. 779.18 FEET; THENCE S. 00° 03' 32"
E. 695.88 FEET TO THE POINT OF BEGINNING.

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